

1 **WO**

2  
3  
4  
5  
6 **IN THE UNITED STATES DISTRICT COURT**  
7 **FOR THE DISTRICT OF ARIZONA**  
8

9 Alexis Monge,

10 Plaintiff,

11 v.

12 Everwell Home Health Care LLC, et al.,

13 Defendants.  
14

No. CV-24-03007-PHX-KML

**ORDER**

15 Plaintiff Alexis Monge filed this suit alleging defendants Everwell Home Health  
16 Care LLC and Shanea Howell owe her unpaid wages. The court referred the parties for an  
17 early settlement conference, but they were unable to reach an agreement. Litigation of this  
18 case must resume.

19 **I. Procedural History**

20 Monge served both defendants but neither responded and their defaults were  
21 entered. (Doc. 10.) Howell then filed a document the court will construe as a request to set  
22 aside her default. (Doc. 11.) Howell also filed an answer. (Doc. 12.) The answer does not  
23 admit or deny the complaint's allegations and indicates Howell may be attempting to assert  
24 a counterclaim of some type. Monge does not oppose setting aside Howell's default but  
25 requests the court require Howell file a more definite statement that admits or denies the  
26 allegations in the complaint and identifies the basis for Howell's counterclaim, assuming  
27 she is attempting to pursue a counterclaim. (Doc. 13, 14.)  
28

## 1                   **II.     Everwell Must Obtain Counsel**

2           The court previously informed Howell “a limited liability company such as  
3   Everwell must be represented by counsel.” (Doc. 15 at 2) (citing *Rowland v. California*  
4   *Men’s Colony, Unit II Men’s Advisory Council*, 506 U.S. 194, 203 (1993).) Everwell’s  
5   default has already been entered and Howell is not permitted to argue on Everwell’s behalf  
6   that the default should be vacated. If Everwell wishes to defend this suit in any manner, it  
7   must immediately obtain counsel. Everwell cannot wait for trial to obtain counsel as that  
8   will be far too late. Failure to obtain counsel places Everwell at risk of having default  
9   judgment entered against it for the full amount Monge seeks.

## 10                   **III.     Set Aside Default and More Definite Statement**

11           Howell seeks to set aside the entry of default and Monge does not oppose that  
12   request. Howell’s motion is granted. As for Monge’s motion for a more definite statement,  
13   Howell did not file an opposition to it and the court could summarily grant the motion on  
14   that basis. But even on its merits, Howell’s answer is insufficient and a more definite  
15   statement is necessary.

16           “A motion for a more definite statement . . . attacks the unintelligibility of the  
17   [answer], not simply the mere lack of detail, and is only proper when a party is unable to  
18   determine how to frame a response to the issues raised by the [answer].” *Neveu v. City of*  
19   *Fresno*, 392 F. Supp. 2d 1159, 1169 (E.D. Cal. 2005). That high standard means motions  
20   for more definite statements are “not favored by the courts since pleadings in the federal  
21   courts are only required to fairly notify the opposing party of the nature of the claim.”  
22   *Resol. Tr. Corp. v. Dean*, 854 F. Supp. 626, 649 (D. Ariz. 1994) (simplified). But such a  
23   motion should be granted if the answer does not provide “a clear statement about what [the  
24   plaintiff] allegedly did wrong.” *Underwood v. O’Reilly Auto Parts, Inc.*, 671 F. Supp. 3d  
25   1180, 1188 (D. Nev. 2023). Howell’s answer is sufficiently unintelligible to merit requiring  
26   a more definite statement.

27           Contrary to the instructions in the form Howell used to file her answer (Doc. 12 at  
28   1), she has not provided any response to the complaint’s allegations. As those instructions

1 make clear:

2 [f]or each paragraph in the complaint, [Howell] must state whether: [she]  
3 admits the allegations in that paragraph; denies the allegations; lacks  
4 sufficient knowledge to admit or deny the allegations; or admits certain  
allegations but denies, or lacks sufficient knowledge to admit or deny, the  
rest.

5 (Doc. 12 at 1.) Howell's failure to specifically admit or deny the complaint's allegations  
6 probably would not support requiring a more definite statement on its own. *See*  
7 *Underwood*, 671 F. Supp. 3d at 1188 (factual positions should be sought through discovery,  
8 not a motion for more definite statement). But that failure combined with the possibility  
9 that Howell is attempting to assert a counterclaim against Monge renders the answer  
10 unintelligible.

11 In the section of the form regarding "[a]sserting claims against the plaintiff," Howell  
12 again ignored the instructions requiring she "state briefly the facts" that support her attempt  
13 to assert a claim against Monge. Instead, Howell alleges

14 The defendant claims that the plaintiff's failure to provide a mailing address  
15 caused unnecessary delays, loss of time, and financial burden. The defendant  
16 acted in good faith to issue payment and the plaintiff's lack of cooperation  
has led to baseless legal claims.

17 (Doc. 12 at 5.) For "damages," Howell requests dismissal of Monge's claims and  
18 "reimbursement for court costs and any expenses incurred in defending this matter." (Doc.  
19 12 at 5.)

20 Based on Howell's answer, it is not clear whether she is attempting to assert a  
21 counterclaim against Monge or merely intending to defend against Monge's claims.  
22 Because of that, Monge cannot "determine how to frame a response" to Howell's answer,  
23 assuming such a response is needed. *Neveu*, 392 F. Supp. 2d at 1169. Howell must file an  
24 amended answer. That answer should admit or deny the allegations in the complaint. And  
25 if Howell is trying to assert a counterclaim against Monge, she must provide the factual  
26 allegations supporting her counterclaim. If she is not attempting to assert a counterclaim,  
27 she should not provide any allegations in the section regarding counterclaims. Howell  
28 should keep in mind that in general, a defendant cannot assert a counterclaim based only

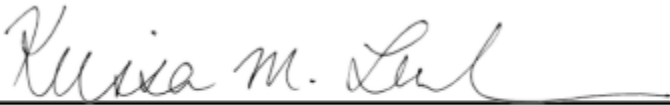
1 on being required to defend against a plaintiff's claims. Howell therefore should only assert  
2 a counterclaim against Monge if she believes she has been damaged by Monge beyond  
3 being forced to defend this lawsuit.

4 Accordingly,

5 **IT IS ORDERED** the Motion to Vacate Default (Doc. 11) is **GRANTED IN**  
6 **PART**. The Clerk of Court shall vacate the default (Doc. 10) of defendant Shanea Howell  
7 only. The default entered against Everwell Home Health Care LLC shall remain in place.

8 **IT IS FURTHER ORDERED** the Motion for More Definite Statement (Doc. 14)  
9 is **GRANTED**. No later than **May 15, 2025**, defendant Shanea Howell shall file an  
10 amended answer to the complaint as set forth above.

11 Dated this 5th day of May, 2025.

12  
13   
14

15 **Honorable Krissa M. Lanham**  
16 **United States District Judge**  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28